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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

In re: Investigation of  
Kambiz Youabian

No. 2:22-MJ-3238

STIPULATION AND JOINT REQUEST FOR  
A PROTECTIVE ORDER REGARDING  
DISCOVERY CONTAINING PERSONAL  
IDENTIFYING INFORMATION

PROPOSED ORDER FILED SEPARATELY

Plaintiff, United States of America, by and through its counsel of record, the Acting United States Attorney for the Central District of California and Assistant United States Attorney Gregory Bernstein, and Kambiz Youabian ("Youabian" or "the target"), by and through Gonzales's attorney (collectively the "parties"), for the reasons set forth below, request that the Court enter the proposed Protective Order (the "Protective Order") governing the use and dissemination of personal identifying information ("PII") of real persons pursuant to Federal Rule of Criminal Procedure Rule 16(d).

1        Introduction and Grounds for Protective Order

2        1.     The government is investigating Youabian for potential  
3 violations of of 18 U.S.C. §§ 1341 (mail fraud), 1343 (wire fraud),  
4 1028A (aggravated identity theft), 1956 (money laundering), and 1349  
5 (conspiracy to commit mail and wire fraud) ("Target Offenses"). The  
6 government wishes to produce pre-indictment discovery to Youabian.

7        2.     A Protective Order is necessary because the government  
8 intends to produce to the defense materials potentially containing  
9 third parties' PII. The government believes that disclosure of this  
10 information without limitation risks the privacy and security of the  
11 information's legitimate owners. Because the government has an  
12 ongoing obligation to protect third parties' PII, the government  
13 cannot produce to the targets an unredacted set of discovery  
14 containing this information without the Court entering the  
15 Protective Order. Moreover, PII makes up a significant part of the  
16 discovery in this case and such information itself, in many  
17 instances, has evidentiary value. If the government were to attempt  
18 to redact all this information in strict compliance with Federal  
19 Rule of Criminal Procedure 49.1, the Central District of  
20 California's Local Rules regarding redaction, and the Privacy Policy  
21 of the United States Judicial Conference, the defense would receive  
22 a set of discovery that would be highly confusing and difficult to  
23 understand, and it would be challenging for defense counsel to  
24 adequately evaluate the case, provide advice to the target, or  
25 prepare for trial.

26        3.     The purpose of the Protective Order is to (a) allow the  
27 government to comply with its discovery obligations while protecting  
28 this sensitive information from unauthorized dissemination, and

(b) provide the defense with sufficient information to adequately represent the target.

Definitions

4. The parties agree to the following definitions:

a. "PII Materials" includes any information that can be used to identify a person, including a name, address, date of birth, Social Security number, driver's license number, telephone number, account number, email address, or personal identification number.

b. "Confidential Information" refers to any document or information containing PII Materials that the government produces to the defense pursuant to this Protective Order and any copies thereof.

c. "Defense Team" includes (1) the target's counsel of record ("defense counsel"); (2) other attorneys at defense counsel's law firm who may be consulted regarding case strategy in this case; (3) defense investigators who are assisting defense counsel with this case; (4) retained experts or potential experts; and (5) paralegals, legal assistants, and other support staff to defense counsel who are providing assistance on this case. The Defense Team does not include the target, the target's family members, or any other associates of the target.

Terms of the Protective Order

5. The parties jointly request the Court enter the Protective Order, which will permit the government to produce Confidential Information in a manner that preserves the privacy and security of third parties. The parties agree that the following conditions in the Protective Order will serve these interests:

1           a.    The government is authorized to provide defense  
2 counsel with Confidential Information marked with the following  
3 legend, "CONFIDENTIAL INFORMATION -- CONTENTS SUBJECT TO PROTECTIVE  
4 ORDER," or otherwise denoted as subject to the protective order in  
5 the discovery index. The government may put that legend on the  
6 digital medium (such as DVD or hard drive) or simply label a digital  
7 folder on the digital medium to cover the content of that digital  
8 folder. The government may also redact any PII contained in the  
9 production of Confidential Information.

10           b.   If the target objects to a designation that material  
11 contains Confidential Information, the parties shall meet and  
12 confer. If the parties cannot reach an agreement regarding the  
13 target's objection, the target may apply to the Court to have the  
14 designation removed.

15           c.   The target and the Defense Team agree to use the  
16 Confidential Information solely to prepare for any pretrial motions,  
17 plea negotiations, trial, and sentencing hearing in this case, as  
18 well as any appellate and post-conviction proceedings related to  
19 this case.

20           d.   The Defense Team shall not permit anyone other than  
21 the Defense Team to have possession of Confidential Information,  
22 including the target, while outside the presence of the Defense  
23 Team.

24           e.   At no time, under no circumstance, will any  
25 Confidential Information be left in the possession, custody, or  
26 control of the target, regardless of the target's custody status.

27           f.   The target may review PII only in the presence of a  
28 member of the Defense Team, who shall ensure that the target is

1 never left alone with any PII Materials. At the conclusion of any  
2 meeting with the target at which the target is permitted to view PII  
3 Materials, the target must return any PII Materials to the Defense  
4 Team, and the member of the Defense Team present shall take all such  
5 materials with him or her. The target may not take any PII Materials  
6 out of the room in which the target is meeting with the Defense  
7 Team.

8           g. The target may see and review Confidential  
9 Information as permitted by this Protective Order, but the target  
10 may not copy, keep, maintain, or otherwise possess any Confidential  
11 Information in this case at any time. The target also may not write  
12 down or memorialize any name, social security number, date of birth,  
13 address, financial account number, or other means of identification  
14 or personal identifying information contained in the Confidential  
15 Information.

16           h. The Defense Team may review Confidential Information  
17 with a witness or potential witness in this case, including the  
18 target. A member of the Defense Team must be present if PII  
19 Materials are being shown to a witness or potential witness. Before  
20 being shown any portion of Confidential Information, however, any  
21 witness or potential witness must be informed of, and agree in  
22 writing to be bound by, the requirements of the Protective Order. No  
23 member of the Defense Team shall permit a witness or potential  
24 witness to retain Confidential Information or any notes generated  
25 from Confidential Information.

26           i. The Defense Team shall maintain Confidential  
27 Information safely and securely, and shall exercise reasonable care  
28 in ensuring the confidentiality of those materials by (1) not

1 permitting anyone other than members of the Defense Team, the  
2 target, witnesses, and potential witnesses, as restricted above, to  
3 see Confidential Information; (2) not divulging to anyone other than  
4 members of the Defense Team, the target, witnesses, and potential  
5 witnesses, the contents of Confidential Information; and (3) not  
6 permitting Confidential Information to be outside the Defense Team's  
7 offices, homes, vehicles, or personal presence.

8           j. To the extent that the target, the Defense Team,  
9 witnesses, or potential witnesses create notes that contain, in  
10 whole or in part, Confidential Information, or to the extent that  
11 copies are made for authorized use by members of the Defense Team,  
12 such notes, copies, or reproductions become Confidential Information  
13 subject to the Protective Order and must be handled in accordance  
14 with the terms of the Protective Order.

15           k. The Defense Team shall use Confidential Information  
16 only for the litigation of this matter and for no other purpose.  
17 Litigation of this matter includes any appeal filed by the target  
18 and any motion filed by the target pursuant to 28 U.S.C. § 2255. In  
19 the event that a party needs to file Confidential Information with  
20 the Court or divulge the contents of Confidential Information in  
21 court filings, the filing should be made under seal. If the Court  
22 rejects the request to file such information under seal, the party  
23 seeking to file such information publicly shall provide advance  
24 written notice to the other party to afford such party an  
25 opportunity to object or otherwise respond to such intention. If the  
26 other party does not object to the proposed filing, the party  
27 seeking to file such information shall redact any PII Materials and  
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1 make all reasonable attempts to limit the divulging of PII  
2 Materials.

3           1. The parties agree that any Confidential Information  
4 inadvertently produced in the course of discovery prior to entry of  
5 the Protective Order shall be subject to the terms of the Protective  
6 Order. If Confidential Information was inadvertently produced prior  
7 to entry of the Protective Order without being marked "CONFIDENTIAL  
8 INFORMATION -- CONTENTS SUBJECT TO PROTECTIVE ORDER," or otherwise  
9 being denoted as subject to the protective order on the discovery  
10 index, the government shall reproduce the material with the correct  
11 designation and notify defense counsel of the error. The Defense  
12 Team shall take immediate steps to destroy the unmarked material,  
13 including any copies.

14           m. Confidential Information shall not be used by the  
15 target or Defense Team, in any way, in any other matter, absent an  
16 order by this Court. All materials designated subject to the  
17 Protective Order maintained in the Defense Team's files shall remain  
18 subject to the Protective Order unless and until such order is  
19 modified by this Court. Upon request by the government, defense  
20 counsel shall return all PII Materials, certify that such materials  
21 have been destroyed, or certify that such materials are being kept  
22 pursuant to the California Business and Professions Code and the  
23 California Rules of Professional Conduct.

24           n. In the event that there is a substitution of counsel  
25 prior to when such documents must be returned, new defense counsel  
26 must be informed of, and agree in writing to be bound by, the  
27 requirements of the Protective Order before the undersigned defense  
28 counsel transfers any Confidential Information to the new defense

1 counsel. New defense counsel's written agreement to be bound by the  
2 terms of the Protective Order must be returned to the Assistant U.S.  
3 Attorney assigned to the case. New defense counsel then will become  
4 the Defense Team's custodian of materials designated subject to the  
5 Protective Order and shall then become responsible, upon the  
6 conclusion of appellate and post-conviction proceedings, for  
7 (1) returning to the government, certifying the destruction of, or  
8 retaining pursuant to the California Business and Professions Code  
9 and the California Rules of Professional Conduct all PII Materials.

10 o. Defense counsel agrees to advise the target and all  
11 members of the Defense Team of their obligations under the  
12 Protective Order and ensure their agreement to follow the Protective  
13 Order, prior to providing the target and members of the Defense Team  
14 with access to any materials subject to the Protective Order.

15 p. Defense Counsel has conferred with the target  
16 regarding this stipulation and the proposed order thereon, and the  
17 target agrees to the terms of the proposed order.

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1           q.   Accordingly, the parties have agreed to request that  
2 the Court enter a Protective Order in the form submitted herewith.

3           IT IS SO STIPULATED.

4 Dated: August 17, 2022   STEPHANIE S. CHRISTENSEN  
5                                   Acting United States Attorney

6                                   SCOTT M. GARRINGER  
7                                   Assistant United States Attorney  
8                                   Chief, Criminal Division

9                                   /s/ Gregory Bernstein  
10                                  Gregory Bernstein  
11                                  Assistant United States Attorney

12                                 Attorneys for Plaintiff  
13                                 UNITED STATES OF AMERICA

14                                 /s/ Alaleh Kamran (email authorization)  
15                                 Alaleh Kamran, attorney for Kambiz Youabian  
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